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W.E. DAVIS CH. CLK.

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MORTGAGE / DEED OF TRUST MODIFICATION AGREEMENT

CFB Loan Nos. 2700433888; 2700433896; 2700433903 and 544036

THIS MORTGAGE / DEED OF TRUST MODIFICATION AGREEMENT ("Agreement") is entered into this 31st day of October, 2003 by and between THE KATZ LAW FIRM, L.P., a Missouri limited partnership f/k/a Nall and 63rd Street Associates, L.P., KATZ LAW FIRM, L.C., a Kansas limited liability company (collectively "Borrower") and COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, successor by merger to Midland Bank, the address of which is 740 N.W. Blue Parkway, Lee's Summit, Missouri 64086 ("Lender"). The address of Borrower is 6299 Nall Avenue, Suite 210, Shawnee Mission, Kansas 66202-3568.

This Agreement modifies, amends, renews and/or extends the mortgage(s) or deed(s) of trust identified on Exhibit A attached hereto and incorporated herein and affects the real estate described on Exhibit B attached hereto and incorporated herein. Where applicable, Exhibit A also sets forth statements and data required in connection with recording or documentary stamp taxes.

RECITALS

A. Borrower and Lender are parties to (i) a promissory note executed by Nall and 63rd Street Associates, L.P. dated November 19, 1990 in the original principal amount of Five Million Five Hundred Ninety-Four Thousand Dollars (\$5,594,000.00); and (ii) a promissory note executed by Nall and 63rd Street Associates, L.P. dated June 28, 1991 in the original principal amount of Two Million Seven Hundred Seventy-One Thousand Four Hundred Forty-One Dollars (\$2,771,441.00), which promissory notes are collectively referred to herein as the "Notes," and all other loan documents evidencing or securing the Notes are referred to herein collectively the "Original Loan Documents";

B. At the request of Borrower, the Notes and other Original Loan Documents have been amended on several occasions and most recently have been combined, supplemented, amended and replaced by, and new credit has been extended by virtue of (i) an Amended and Restated Loan and Security Agreement dated October 31, 2003; (ii) an Amended and Restated Promissory Note dated October 31, 2003 in the principal amount of Five Million Eleven Thousand Three Hundred Fifty-Six Dollars (\$5,011,356.00); (iii) a promissory note dated October 31, 2003 in the principal amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00); (iv) a promissory note dated October 31, 2003 in the principal amount of Six Hundred Thirty-Three Thousand Seven Hundred Fifty Dollars (\$633,750.00); (v) a promissory note evidencing a revolving loan dated October 31, 2003 in the principal amount of Five Hundred Thousand Dollars (\$500,000.00); and (vi) a Construction Loan Agreement dated October 31, 2003 (collectively the "Amended and Restated Loan Documents");

C. As security for payment of the Indebtedness (as defined herein), Borrower has previously executed and delivered to Lender nine (9) mortgages and deeds of trust encumbering real property located in various states, identified as follows and modified herein (referred to hereinafter individually as "Mortgage" or collectively the "Mortgages"):

1. Mortgage and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Midland Bank, dated November, 19, 1990, recorded in the Johnson County, Kansas Register of Deeds office on November 27, 1990 as Document No. 1987894 in Book 3269 at Page 715;

2. Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Michael A. Gould, trustee for Midland Bank, dated December 10, 1990, recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, on December 13, 1990, in Book 529 at Page 247;

3. Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Michael A. Gould, trustee for Midland Bank, dated December 10, 1990, recorded in the Real Property Records of the County Clerk's Office of Denton County, Texas, on December 13, 1990, in Book 2897, at Page 1055 and rerecorded June 4, 1991; in Volume 29089, at Page 0814;

4. Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Michael A. Gould, trustee for Midland Bank, dated December 10, 1990, recorded in the Real Property Records of the County Clerk's Office of Dallas County, Texas, on December 13, 1990, in Volume 90242, at Page 1726;

5. Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Michael A. Gould, trustee for Midland Bank dated December 10, 1990, recorded in the office of the County Clerk, Tarrant County; Texas, on December 13, 1990, in Volume 10123, at Page 1081, as Document No. D190205329; and rerecorded May 31, 1991, in Volume 10271, at Page 2145, as Document No. D191086925;

6. Mortgage executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Midland Bank, dated June 28, 1991, filed and recorded in the Public Records of Duval County, Florida, on July 11, 1991, in Volume 7140, at Page 0349, as Clerk's No. 91-0069803;

7. Mortgage executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Midland Bank, dated June 28, 1991, recorded and filed in the Public Records of Duval County, Florida, on July 11, 1991, in Volume 7140, at Page 0399, as Clerk's No. 91-0069808;

8. Mortgage executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Midland Bank, dated June 28, 1991, recorded in the Public Records of Hillsborough County, Florida, on July 11, 1991, in Official Record Rock 6321, Page 430;

9. Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Kenneth P. Ezell, Jr., trustee for Midland Bank dated June 28, 1991, and recorded in the Register's Office of Shelby County, Tennessee, on July 11, 1991, as No. CH0137.

D. Payment of the Indebtedness (as defined herein) is further secured by various Assignments of Leases and Rents executed by Borrower in favor of Lender covering the real estate identified in the Mortgages (collectively the "Assignments of Leases and Rents");

E. The Notes, the Original Loan Documents, the Amended and Restated Loan Documents, the Assignments of Leases and Rents, the Mortgages, this Agreement and any and all other documents evidencing Borrower's debts and obligations to Lender shall hereinafter be referred to collectively referred to as the "Loan Documents" and all of the loans, advances and other indebtedness evidenced by the Loan Documents shall hereinafter be referred to collectively as the "Indebtedness."

NOW, THEREFORE, for valuable consideration, including the mutual covenants contained in the Amended and Restated Loan Documents, the parties agree as follows:

1. Reaffirmation of Mortgages. Borrower hereby acknowledges and reaffirms the security interests granted to Lender by Borrower as set forth in the Mortgages. Borrower further reaffirms the conveyances of the real property and appurtenances identified in each of the Mortgages, whether such conveyance be by Borrower as mortgagor to Lender as mortgagee under a mortgage, or whether such conveyance be by Borrower as grantor or trustor to a trustee for the benefit of Lender as lender or beneficiary under a deed of trust, or whether any Mortgage

may have expired as a lien on the subject real estate by operation of law, in which case such expired Mortgage is hereby renewed and reaffirmed.

2. Security for Payment of the Indebtedness. Each Mortgage is hereby amended to provide that the Mortgages secure payment of the Indebtedness as defined herein in addition to any and all other obligations identified in each Mortgage, regardless of when the funds constituting such Indebtedness were or are advanced by Lender.

3. Extension or Renewal of Maturity Dates. Pursuant to the Amended and Restated Loan Documents, the maturity date of the last of the Indebtedness is November 15, 2008. Accordingly, the due date or maturity date ("Maturity Date") of each Mortgage shall be November 15, 2008, unless any Mortgage provides for a later date, in which case the Maturity Date as originally provided shall continue to be the effective Maturity Date. In no event shall the Maturity Date of any Mortgage be earlier than November 15, 2008. This amendment is effective even as to Mortgages for which the Maturity Date has already passed, in which case such Mortgages are hereby renewed and shall now have a renewed and extended Maturity Date of November 15, 2008.

4. Future Advances. The Mortgages secure repayment of all future advances that may be made at the option of Lender to Borrower over and above the original amounts of the Indebtedness ("Future Advances"). Any deadlines set forth in any of the Mortgages for the extension of Future Advances are hereby amended and extended to November 15, 2008, unless the Mortgage provides for a later date, in which case the deadline for Future Advances shall continue to be the date originally provided for in the Mortgage.

5. Full Force and Effect. Except as otherwise modified herein, each and every provision of the Mortgages shall be and remain in full force and effect.

6. Security Instruments. The Mortgages, as modified hereby, and all other Loan Documents, shall continue to secure payment of the Indebtedness as defined herein.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

8. Amendment. This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by Borrower and Lender.

9. Multiple Originals. The parties agree that this document will be executed in multiple original copies, each to be recorded with a unique Exhibit A and Exhibit B in the state and county corresponding to the Mortgages modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year above first written.

COMMERCIAL FEDERAL BANK, A FEDERAL
SAVINGS BANK, Lender

By: David Bunker
Its: VICE PRESIDENT

~~By: Nall Land Corporation, General Partner~~

THE KATZ LAW FIRM, L.P., a Missouri limited partnership,
f/k/a Nall and 63rd Street Associates, L.P., Borrower

By: Nall Land Corporation, General Partner

By: Richard B. Katz
Richard B. Katz, its ~~General Partner~~ President

KATZ LAW FIRM, L.C., a Kansas limited liability company,
Borrower

By: 
Richard B. Katz, its Manager

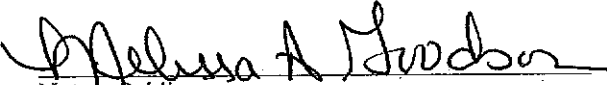
STATE OF ~~MISSOURI~~ Kansas
COUNTY OF Johnson) SS.
)

The foregoing instrument was executed and acknowledged before me this 31st day of October, 2003, by David N. Bunker, a Vice President of COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, for and on behalf of the Bank.

WITNESS my hand and official seal the day and year first above written.

MELISSA A. GOODSON
NOTARY PUBLIC
STATE OF KANSAS

My Appointment expires 12/21/03


Notary Public
My commission expires: _____

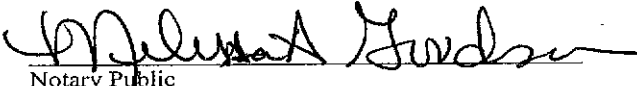
STATE OF ~~MISSOURI~~ Kansas
COUNTY OF Johnson) SS.
)

The foregoing instrument was executed and acknowledged before me this 31st day of October, 2003, by ~~RICHARD B. KATZ, President of The Katz Law Firm, L.P., a Missouri limited partnership f/k/a Nall and 63rd Street Associates, L.P., Borrower, for and on behalf of Borrower.~~ **** Nall Land Corporation, General Partner, Richard B. Katz, its President**

WITNESS my hand and official seal the day and year first above written.

MELISSA A. GOODSON
NOTARY PUBLIC
STATE OF KANSAS

My Appointment expires 12/21/03


Notary Public
My commission expires: _____

STATE OF ~~MISSOURI~~ Kansas
COUNTY OF Johnson) SS.
)

The foregoing instrument was executed and acknowledged before me this 31st day of October, 2003, by Richard B. Katz, Manager of Katz Law Firm, L.C., a Kansas limited liability company, Borrower, for and on behalf of Borrower.

WITNESS my hand and official seal the day and year first above written.

MELISSA A. GOODSON
NOTARY PUBLIC
STATE OF KANSAS

My Appointment expires 12/21/03

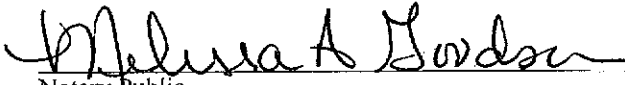

Notary Public
My commission expires: _____

EXHIBIT A

Identification of Mortgage or Deed of Trust modified by this Agreement.

DeSOTO COUNTY, MISSISSIPPI

Deed of Trust and Security Agreement executed by Nall and 63rd Street Associates, L.P., a Missouri limited partnership, to Michael A. Gould, trustee for Midland Bank, dated December 10, 1990, recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, on December 13, 1990, in Book 529 at Page 247.

EXHIBIT BLegal Description**DESOTO COUNTY, MISSISSIPPI**

LOT NO.6 OF THE PECAN GROVE
COMMERCIAL SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI.

BEGIN at an iron stake (set) in the present northerly line of Goodman Road (Ms. Hwy.No.302) at the southwest corner of Lot No.5, said stake being North 89 degrees 45 minutes 44 seconds West 821.93 feet and North 00 degrees 14 minutes 16 seconds East 45.00 feet from the accepted southeast corner of the Southeast Quarter of Section 29, Township 1 South, Range 7 West; thence North 89 degrees 45 minutes 44 seconds West 181.02 feet with the northerly line of said Road to an iron stake (found) in the easterly line of Lot No.1, Pecan Grove Subdivision (Plat Book 28, Pages 23 & 24); thence North 06 degrees 28 minutes 33 seconds East 135.11 feet with the easterly line of said subdivision and along the easterly line of said Lot No.1 to an iron stake (found) at the northeast corner of Lot No.1 of said subdivision in the southerly cul-de-sac line of Pecan Grove Drive; thence northeastwardly 125.37 feet (chord distance=95.01 feet, chord bearing=North 12 degrees 05 minutes 03 seconds East) along a curve to the left having an external radius of 50.00 feet with the easterly cul-de-sac line of Pecan Grove Drive to a point of reverse curvature; thence northwestwardly 52.35 feet (chord distance=50.00 feet, chord bearing=North 29 degrees 35 minutes 34 seconds West) along a curve to the right having an internal radius of 50.00 feet with the easterly line of Pecan Grove Drive to an iron stake (found) at the southwest corner of Lot No.58 of said Pecan Grove Subdivision; thence South 89 degrees 45 minutes 44 seconds East 171.83 feet with the southerly line of Lot No.58 of said subdivision to an iron stake (set) at the northwest corner of Lot No.5 of the Pecan Grove Commercial Subdivision; thence South 00 degrees 14 minutes 16 seconds West 270.60 feet along the easterly line of Lot No.5 to the point of beginning containing 0.9785, more or less, acres (42,620, more or less, Square Feet) of land being subject to all codes, subdivision regulations and restrictions, easements of record as shown and any and all future right-of-ways of record.